

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
**06-20286** CR - GOLD  
CASE NO. \_\_\_\_\_  
MAGISTRATE JUDGE  
BANDSTRA

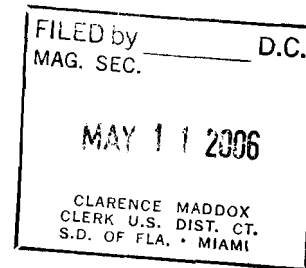
18 U.S.C. § 1341  
18 U.S.C. § 1346  
18 U.S.C. § 981(a)(1)(C)  
18 U.S.C. § 2  
28 U.S.C. § 2461(c)

UNITED STATES OF AMERICA

vs.

LOUIS S. ROBLES,

**Defendant.**



**INDICTMENT**

The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times material to this Indictment:

**Background on LOUIS S. ROBLES and Asbestos Litigation**

1. Defendant **LOUIS S. ROBLES** was admitted to The Florida Bar and began practicing law on or about April 25, 1972. **LOUIS S. ROBLES** was a member of The Florida Bar and subject to the jurisdiction and disciplinary rules of the Supreme Court of Florida from 1972 until May 15, 2003.

2. During the 1980's, **LOUIS S. ROBLES** practiced law through his law firm "Louis S. Robles, P.A.," which he owned and operated. The firm of Louis S. Robles, P.A. principally handled litigation involving personal injury claims arising from clients' exposure to asbestos (hereinafter "Asbestos Clients").

3. Asbestos is a name given to certain fibers that were used in a variety of building materials, among other things, including some types of insulation, ceiling tiles, plaster, wallboard, fireproofing materials, and pipes. Asbestos is made up of microscopic bundles of fibers that can become airborne when disturbed, causing significant health problems when inhaled into people's lungs. Some of these health problems include asbestosis and mesothelioma. Asbestosis involves the severe scarring of the lungs, and mesothelioma is an asbestos-related cancer of the pleura (the outer lining of the lung and chest cavity) and/or the peritoneum (the lining of the abdominal wall).

4. In around mid-1989, **LOUIS S. ROBLES** formed a second law firm called "Robles & Gonzalez, P.A." to handle mostly non-asbestos personal injury cases. From 1989 until 2000, Louis S. Robles, P.A. and Robles & Gonzalez, P.A. shared physical office space and some employees, including attorneys. In the summer of 2000, **LOUIS S. ROBLES** formed a new firm at the same location called the "Robles Law Center, P.A." to replace Robles & Gonzalez, P.A., in the handling of mostly the non-asbestos personal injury cases. For purposes of the Indictment, these three professional associations will be referred to collectively as the "Robles Firms."

5. **LOUIS S. ROBLES**, practicing as an attorney through the Robles Firms, typically was retained on a contingency-fee basis where the attorney fees were paid based upon a percentage of any settlement or judgment received, plus reasonable costs. The term "retainer agreement" is typically used to refer to a contract between a client and an attorney setting forth the understanding between the parties concerning the scope of the representation, the fee to be paid to the attorney, and the payment of costs related to the representation. **LOUIS S. ROBLES** entered into retainer agreements with clients, which, depending on the state in which the client lived, allowed him to keep as his fee between 33% and 40% of any settlement or judgment received. The retainer agreements

also stated that clients would reimburse **LOUIS S. ROBLES** for all costs, including but not limited to, court costs, necessary disbursements, reasonable personal and travel expenses, and expert fees. In addition, **LOUIS S. ROBLES** routinely charged: (1) non-client specific charges for telephone, fax, postage, and copy costs; (2) at least \$10 per month to store a client's file; and (3) periodic "extraordinary" computer costs.

6. In his capacity as the owner of the Robles Firms, **LOUIS S. ROBLES** controlled the firm's finances, the hiring and termination of employees, the filing of lawsuits, the settlement of lawsuits, the payment of fees and reimbursements of costs to the Robles Firms, and the disbursement -- or not -- of settlement monies to clients of the Robles Firms, including the Asbestos Clients.

7. **LOUIS S. ROBLES**, practicing as an attorney through the Robles Firms, had more than 7,000 Asbestos Clients by May of 2003, and he had many thousands of other personal injury clients with various non-asbestos-related claims.

8. The many companies that mined asbestos, distributed asbestos, or used asbestos in their manufactured products (hereinafter "Asbestos Corporate Defendants"), included the following: Amchem, Inc.; Armstrong World Industries, Inc.; Babcock & Wilcox Company; Combustion Engineering, Inc.; Crown Cork and Seal Company, Inc.; Eagle-Picher Industries, Inc.; Fibreboard Corporation; Flintkote Company; Foster Wheeler Corporation; GAF Building Materials, Inc.; Garlock, Inc.; Gasket Holdings, Inc.; H.K. Porter Company; Johns-Manville Corporation; National Gypsum Company; Owens-Corning Fiberglas Corporation; Owens-Illinois, Inc.; Pittsburgh Corning Corporation; and W.R. Grace & Company.

9. The Center for Claims Resolution (commonly known as "CCR") was a corporation established to act as a claims handling facility for its twenty (20) member corporations, all of which

were named as defendants in asbestos lawsuits. The Connecticut Valley Claims Service Company (commonly known as "CVCSC") was a company that provided third-party claim management services for defendants in mass-tort cases, including asbestos litigation. The CVCSC processed millions of dollars worth of claims for certain Asbestos Corporate Defendants.

10. Between January 1, 1989 and September 30, 2002, according to the Robles Firms' records, **LOUIS S. ROBLES** collected more than \$164,000,000 in about 75,000 settlements received on behalf of his Asbestos Clients.

#### **LOUIS S. ROBLES' Client Trust Accounts**

11. The Robles Firms maintained their client trust accounts, operating accounts, and payroll accounts, among others, primarily at Mellon United National Bank, which was previously known as United National Bank (hereinafter referred to as "Mellon Bank"). **LOUIS S. ROBLES** also maintained personal bank accounts with Mellon Bank, as well as a number of non-law firm business accounts.

12. Between 1989 and 2003, there were six main Robles Firms' client trust accounts that contained asbestos settlement money, five of which were maintained at Mellon Bank and one that was maintained at Gibraltar Bank (hereinafter collectively referred to as the "Asbestos Trust Accounts"). Of the Asbestos Trusts Accounts, the two most active were: Account No. 006-XXX471-5 (often referred to as "Trust Account (A)"), which was established on or about April 28, 1992, and Account No. 006-XXX601-7 (often referred to as "Trust Account (N)"), which was established on or about May 3, 1994. Both of these Asbestos Trust Accounts remained open through May 2003. The Asbestos Trust Account established at Gibraltar Bank, Account No. 003-XXX6750, existed from about February 12, 1998 to about June 30, 1999.

13. In addition to the above-mentioned trust accounts, three other accounts, which sometimes received Asbestos Clients' settlement money, were also established at Mellon Bank in conjunction with certain loans and factoring agreements entered into by **LOUIS S. ROBLES** and the Robles Firms: "Retirement Services, L.P." (Account No. 006-XXX833-6); "Lock Box Account" (Account No. 006-XXX875-7); and "W.R. Grace Asbestos Settlement Trust" (Account No. 006-XXX959-9).

#### **Duty of Honest Services**

14. Attorneys practicing law in the State of Florida owe both a fiduciary duty to their clients and a duty of loyalty to act in their clients' best interests, both financially and otherwise, and to comply with the Florida Rules of Professional Conduct.

15. In accord with the duties mentioned above, attorneys practicing law in the State of Florida must keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

16. In addition, the Florida Rules of Professional Conduct impose certain specific rules regarding an attorney's handling of settlement funds belonging to clients, including, but not limited to, the following:

- a. A lawyer shall hold in trust, separate from the lawyer's own property, funds and property of clients that are in a lawyer's possession in connection with a representation;
- b. Upon receiving funds or other property in which a client has an interest, a lawyer shall promptly notify the client;
- c. Except as otherwise provided by rule, law, or agreement, a lawyer shall promptly deliver to the client any funds or other property that the client is entitled to receive;

- d. Upon request by the client, a lawyer shall promptly render a full accounting regarding any funds or property held in trust;
- e. An attorney shall keep records clearly and expressly reflecting the date, amount, source, and reason for all receipts, withdrawals, deliveries, and disbursements of the funds or property of a client;
- f. A lawyer who receives or disburses trust money or property shall maintain minimum trust accounting records and shall follow minimum trust accounting procedures;
- g. Minimum trust accounting records shall include, among other things, a separate file or ledger showing all individual receipts, disbursements, or transfers and any unexpended balance, and containing the reason for which all trust funds were received, disbursed, or transferred; and
- h. Minimum trust procedures shall include, among other things, monthly reconciliations of all trust accounts, and a monthly comparison between the total of the reconciled balances of all trust accounts and the total of the trust ledger cards or pages, together with specific descriptions of any differences between the two totals and reasons therefor.

17. The Florida Rules of Professional Conduct further provide that a lawyer should hold the property of others with the care required of a professional fiduciary, and that money or other property entrusted to a lawyer for a specific purpose is held in trust and must be applied only to that purpose.

**COUNTS 1-41**  
**Mail Fraud**  
**(18 U.S.C. §§ 1341, 1346, and 2)**

1. Paragraphs 1 through 17 of the General Allegations section of this Indictment are re-alleged and incorporated by reference as though fully set forth herein.

2. From in or around April 1994, the exact date being unknown to the Grand Jury, through on or about February 19, 2003, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**LOUIS S. ROBLES,**

did knowingly and with intent to defraud devise and intend to devise a scheme and artifice to defraud, to deprive others of the intangible right to honest services, and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, and attempting to do so, did knowingly cause to be delivered certain mail matter by the United States Postal Service and a private and commercial interstate carrier, according to directions thereon.

**Purpose of the Scheme and Artifice**

3. A purpose of the scheme and artifice was for the defendant to unjustly enrich himself in violation of his duties to his Asbestos Clients by misappropriating monies from those clients for his personal use and benefit, and that of his various businesses, and by making materially false representations and concealing and omitting to state material facts concerning, among other things, the receipt of the settlement funds on behalf of his Asbestos Clients, the unauthorized use of his Asbestos Clients' settlement funds, and the disbursement of the settlement funds owing to one Asbestos Client to pay another Asbestos Client.

**Scheme and Artifice**

4. It was part of the scheme and artifice that **LOUIS S. ROBLES**, acting contrary to his fiduciary duty and duty of loyalty as an attorney, misused and misappropriated monies belonging to

his Asbestos Clients for his own benefit, and for the benefit of others, without the Asbestos Clients' knowledge or consent.

5. It was further part of the scheme and artifice that **LOUIS S. ROBLES** would have his paralegals mail release agreements and letters, affixed with his signature, to his Asbestos Clients recommending that they settle their lawsuits for money and would enclose self-addressed, metered envelopes in which to return the executed release agreements in the mail.

6. It was further part of the scheme and artifice that **LOUIS S. ROBLES** would direct his paralegals to collect the executed release agreements and then mail them to the Asbestos Corporate Defendants for settlement payments, which the companies would send to **LOUIS S. ROBLES** in checks and wire transfers.

7. It was further a part of the scheme and artifice that in or around April 1994 **LOUIS S. ROBLES** stopped the automatic disbursement to his Asbestos Clients of received settlement funds, and directed that no disbursements be made without his prior authorization. At around the same time, **LOUIS S. ROBLES** began requesting bulk withdrawals of funds from his Asbestos Trust Accounts without his Asbestos Clients' knowledge or consent.

8. It was further a part of the scheme and artifice that **LOUIS S. ROBLES** sent, and caused to be sent, mailings to his Asbestos Clients explaining that the payment of their claims would be delayed due to the bankruptcies of certain Asbestos Corporate Defendants, when in truth and in fact, **LOUIS S. ROBLES** had received, prior to the mailings, settlement checks for many of his Asbestos Clients from several of those same Asbestos Corporate Defendants before their bankruptcies.



9. It was further a part of the scheme and artifice that **LOUIS S. ROBLES** sent, and caused to be sent, mailings to his Asbestos Clients informing them that he was withholding disbursements of their settlement monies until their cases were concluded against all Asbestos Corporate Defendants, which could take years, for future allowances of costs and expenses, when in truth and in fact, **LOUIS S. ROBLES** had already misappropriated the Asbestos Clients' settlement monies for, among other things, his personal use and benefit.

10. It was further a part of the scheme and artifice that **LOUIS S. ROBLES** omitted and concealed, and caused others to omit and conceal, material facts from his Asbestos Clients and from others, and further violated his duty to provide honest services to his Asbestos Clients, in the following ways, among others:

- a. **LOUIS S. ROBLES** omitted to tell, and concealed from, his clients that he had received or deposited settlement funds on their behalves, and caused his clients to be falsely informed that settlement funds had not been received when, in fact, he had received them;
- b. **LOUIS S. ROBLES** omitted to tell, and concealed from, his clients that their settlement funds had been used for purposes unrelated to their own cases, including the payment of **LOUIS S. ROBLES'** personal expenditures, such as financing his movie production companies and waste management companies, leasing apartments in New York and Los Angeles, making mortgage payments of up to \$101,000 per month on four different properties, including a 9,000 square-foot mansion in Key Biscayne, and paying his ex-wife's alimony, as well as payments to other clients;
- c. **LOUIS S. ROBLES** falsely assured clients that their settlement funds were deposited in the client trust account when **LOUIS S. ROBLES** knew that his clients' funds had been misappropriated to other accounts and spent; and
- d. **LOUIS S. ROBLES** directed that settlement funds obtained on behalf of certain clients fraudulently be used to pay other clients whose settlement funds he had previously misappropriated.

11. It was further a part of the scheme and artifice that, facing an investigation by The Florida Bar and a deficit in the Asbestos Trust Accounts of approximately \$13.5 million, **LOUIS S. ROBLES**, ordered a review of thirteen years worth of the Robles Firms' financial records in a last-minute attempt to find "costs" that he could allege were legitimately incurred, but inadvertently uncharged, in order to cover the \$13.5 million shortfall. Thereafter, **LOUIS S. ROBLES** directed that a fraudulent one-time retroactive back charge of \$12.1 million dollars in costs be charged to his Asbestos Clients in an effort to conceal the fact that the Asbestos Clients' funds had been previously misappropriated from the Asbestos Trust Accounts.

#### **USE OF THE MAILS**

12. On or about the dates enumerated as to each count below, the defendant, **LOUIS S. ROBLES**, for the purpose of executing the aforesaid scheme and artifice to defraud, to deprive others of the intangible right to honest services, and to obtain money and property from others by means of materially false and fraudulent pretenses, representations, and promises, and attempting to do so, did knowingly cause to be delivered by the United States Postal Service and a private and commercial interstate carrier, according to directions thereon, the items identified below in each count:

<b>Count</b>	<b>Approximate Date of the Mailing</b>	<b>Client &amp; Client No.</b>	<b>Asbestos Corp. Defendant</b>	<b>Description of Item Mailed</b>
1	05/11/2001	J.P. No. 016869	H.K. Porter Company	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to J.P. recommending settlement with H.K. Porter Asbestos Trust for \$172.50 and enclosing a settlement release agreement.

<b>Count</b>	<b>Approximate Date of the Mailing</b>	<b>Client &amp; Client No.</b>	<b>Asbestos Corp. Defendant</b>	<b>Description of Item Mailed</b>
2	05/16/2001	A.R. No. 034710	H.K. Porter Company	Signed release agreement from A.R.'s widow sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
3	05/22/2001	R.H. No. 042508	Center for Claims Resolution	Signed release agreement from R.H.'s widow to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
4	05/25/2001	A.R. No. 034710	H.K. Porter Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to claim management services company for H.K. Porter Company enclosing signed release agreements for A.R. and at least 25 other clients.
5	06/04/2001	R.H. No. 042508	Center for Claims Resolution	Letter from Louis S. Robles, P.A., in Miami-Dade County, to Center for Claims Resolution enclosing signed release agreements for R.H. and 16 other clients.
6	06/07/2001	J.W. No. 042580	H.K. Porter Company	Signed release agreement from J.W. sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
7	06/11/2001	J.W. No. 042580	H.K. Porter Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to claim management services company for H.K. Porter Company enclosing signed release agreements for J.W. and other clients.
8	06/12/2001	D.S. No. 012343	H.K. Porter Company	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to personal representative of the estate of D.S. recommending settlement with H.K. Porter Asbestos Trust for \$552.00 and enclosing a settlement release agreement.

<b>Count</b>	<b>Approximate Date of the Mailing</b>	<b>Client &amp; Client No.</b>	<b>Asbestos Corp. Defendant</b>	<b>Description of Item Mailed</b>
9	06/12/2001	J.F. No. 027675	H.K. Porter Company	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to J.F.'s widow recommending settlement with H.K. Porter Asbestos Trust for \$552.00 and enclosing a settlement release agreement.
10	06/25/2001	D.S. No. 012343	H.K. Porter Company	Signed release agreement from personal representative of the estate of D.S. sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
11	06/14/2001	J.P. No. 016869	Crown Cork & Seal Company	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to J.P. recommending settlement with Crown Cork & Seal Company for \$917.60 and enclosing a settlement release agreement.
12	06/22/2001	J.P. No. 016869	Crown Cork & Seal Company	Signed release agreement from J.P. sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
13	06/22/2001	J.P. No. 016869	H.K. Porter Company	Signed release agreement from J.P. sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
14	06/26/2001	J.P. No. 016869	Crown Cork & Seal Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to law firm representing Crown Cork & Seal Company enclosing executed release agreements for J.P. and 39 other clients.
15	06/26/2001	J.P. No. 016869	H.K. Porter Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to claim management services company for H.K. Porter Company enclosing signed release agreements for J.P. and other clients.

Count	Approximate Date of the Mailing	Client & Client No.	Asbestos Corp. Defendant	Description of Item Mailed
16	07/03/2001	D.S. No. 012343	H.K. Porter Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to claim management services company for H.K. Porter Company enclosing signed release agreements for D.S. and 20 other clients.
17	08/16/2001	D.L. No. 040104	H.K. Porter Company	Signed release agreements from D.L.'s widow sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
18	08/23/2001	D.L. No. 040104	H.K. Porter Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to claim management services company for H.K. Porter Company enclosing signed release agreements for D.L. and 18 other clients.
19	08/31/2001	D.L. No. 040104	Crown Cork & Seal Company	Signed release agreement from D.L.'s widow sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
20	09/06/2001	D.L. No. 040104	Crown Cork & Seal Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to law firm representing Crown Cork & Seal Company enclosing signed release agreements for D.L. and 25 other clients.
21	09/17/2001	J.F. No. 027675	H.K. Porter Company	Signed release agreement from J.F.'s widow sent to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
22	09/28/2001	J.F. No. 027675	H.K. Porter Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to claim management services company for H.K. Porter Company enclosing signed release agreements for J.F. and 9 other clients.

<b>Count</b>	<b>Approximate Date of the Mailing</b>	<b>Client &amp; Client No.</b>	<b>Asbestos Corp. Defendant</b>	<b>Description of Item Mailed</b>
23	10/17/2001	B.B. No. 034327	Center for Claims Resolution	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to personal representative of the estate of B.B. recommending settlement with Center for Claims Resolution Defendants for \$3,172.00 and enclosing a settlement release agreement.
24	10/29/2001	B.B. No. 034327	Center for Claims Resolution	Signed release agreement from personal representative of the estate of B.B. to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
25	11/08/2001	B.B. No. 034327	Center for Claims Resolution	Letter from Louis S. Robles, P.A., in Miami-Dade County, to Center for Claims Resolution enclosing signed release agreements for B.B. and 34 other clients.
26	11/29/2001	B.B. No. 034327	Foster Wheeler Corporation	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to personal representative of the estate of B.B. recommending settlement with Foster Wheeler Corporation for \$1,200 and enclosing a settlement release agreement.
27	12/18/2001	B.B. No. 034327	Foster Wheeler Corporation	Signed release agreement from personal representative of the estate of B.B. to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
28	01/08/2002	J.W. No. 042580	Foster Wheeler Corporation	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to J.W. recommending settlement with Foster Wheeler Corporation for \$1,450 and enclosing a settlement release agreement.

<b>Count</b>	<b>Approximate Date of the Mailing</b>	<b>Client &amp; Client No.</b>	<b>Asbestos Corp. Defendant</b>	<b>Description of Item Mailed</b>
29	01/08/2002	T.W. No. 042334	Foster Wheeler Corporation	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to T.W. recommending settlement with the Foster Wheeler Corporation for \$1,450 and enclosing a settlement release agreement.
30	01/08/2002	J.P. No. 016869	Foster Wheeler Corporation	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to J.P. recommending settlement with the Foster Wheeler Corporation for \$1,450 and enclosing a settlement release agreement.
31	01/22/2002	J.W. No. 042580	Foster Wheeler Corporation	Signed release agreement from J.W. to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
32	02/26/2002	J.P. No. 016869	Foster Wheeler Corporation	Signed release agreement from J.P. to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.
33	02/27/2002	J.W. No. 042580	Foster Wheeler Corporation	Letter from Louis S. Robles, P.A., in Miami-Dade County, to Special Claims Services, Inc. enclosing signed release agreements for J.W. and other clients.
34	04/03/2002	V.G. No. 036667	Foster Wheeler Corporation	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to V.G. recommending settlement with the Foster Wheeler Corporation for \$1,450 and enclosing a settlement release agreement.
35	04/11/2002	V.G. No. 036667	Foster Wheeler Corporation	Signed release agreement from V.G. to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.

Count	Approximate Date of the Mailing	Client & Client No.	Asbestos Corp. Defendant	Description of Item Mailed
36	04/11/2002	J.P. No. 016869	Foster Wheeler Corporation	Letter from Louis S. Robles, P.A., in Miami-Dade County, to Special Claims Services, Inc. enclosing signed release agreements for J.P. and 11 other clients
37	06/06/2002	B.B. No. 034327	Foster Wheeler Corporation	Letter from Louis S. Robles, P.A., in Miami-Dade County, to Special Claims Services, Inc. enclosing signed release agreements for B.B. and other clients.
38	07/05/2002	V.G. No. 036667	Foster Wheeler Corporation	Letter from Louis S. Robles, P.A., in Miami-Dade County, to Special Claims Services, Inc. enclosing signed release agreements for V.G. and other clients.
39	07/19/2002	V.G. No. 036667	Crown Cork & Seal Company	Letter from Louis S. Robles, P.A., in Miami-Dade County, to law firm representing Crown Cork & Seal Company enclosing signed release agreements for V.G. and 67 other clients.
40	08/29/2002	J.W.W. No. 006009	Johns Manville Corporation	Letter from <b>LOUIS S. ROBLES</b> , in Miami-Dade County, to J.W. recommending settlement with the Manville Personal Injury Settlement Trust for \$600 and enclosing a settlement release agreement.
41	09/06/2002	J.W.W. No. 006009	Johns Manville Corporation	Signed release agreement from J.W. to <b>LOUIS S. ROBLES</b> , in Miami-Dade County.

All in violation of Title 18, United States Code, Sections 1341, 1346, and 2.



### **CRIMINAL FORFEITURE ALLEGATION**

a. The allegations of Count 1 through 41 of this Indictment are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeitures to the United States of America of property in which the defendant has an interest pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), as made applicable hereto by Title 28, United States Code, Section 2461(c), and the procedures set forth at Title 21, United States Code, Section 853.

b. Upon conviction of any of the offenses charged in Counts 1 through 41 of the Indictment, defendant **LOUIS S. ROBLES** shall forfeit to the United States, pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), as made applicable hereto by Title 28, United States Code, Section 2461(c), all property, real and personal, constituting or derived from proceeds traceable to the aforesaid offenses, including, but not limited to, the following:

- (1) The sum of approximately \$13,500,000.00, which represents proceeds of the violations charged; and
- (2) Other personal property as follows:
  - (i) All funds in Account No. 1000016245762 at SunTrust Bank, Orlando, Florida;
  - (ii) All funds in Account No. 3000858 at Stonegate Bank, Fort Lauderdale, Florida;
  - (iii) All funds, or equivalent shares of investment, held on behalf of **LOUIS S. ROBLES** by Cordell Funding, L.L.L.P., Coconut Grove, Florida; and
  - (iv) All funds, or equivalent shares of investment, held on behalf of **LOUIS S. ROBLES** by Anglo-American Financial, Charlottesville, Virginia.

c. If the property described above as being subject to forfeiture, as a result of any act or omission of the defendant,

- (1) cannot be located upon the exercise of due diligence;
- (2) has been transferred or sold to, or deposited with a third person;
- (3) has been placed beyond the jurisdiction of the Court;
- (4) has been substantially diminished in value; or
- (5) has been commingled with other property which cannot be subdivided without difficulty;

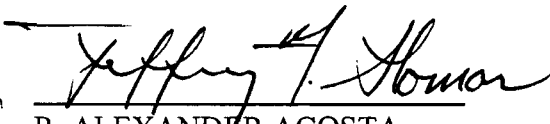
it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the above forfeitable property.

All pursuant to Title 28, United States Code, Section 2461(c), Title 18, United States Code, Section 981(a)(1)(C), and Title 21, United States Code, Section 853.

A TRUE BILL



FOREPERSON

  
R. ALEXANDER ACOSTA  
UNITED STATES ATTORNEY

  
CHARLES E. DUROSS  
ASSISTANT U.S. ATTORNEY